

# **Exhibit 1**

## ***ACCESS AGREEMENT AMENDMENT***

**10/1** **ACCESS AGREEMENT AMENDMENT** (“**Amendment Agreement**”) made this day of June, 2022, by and between **THE WHITE PLAINS HOUSING AUTHORITY** (the “**WPHA**”) a municipal housing authority with offices located at 223 Dr. Martin Luther King Jr. Boulevard, White Plains, New York 10601 and **WHITE PLAINS HOSPITAL MEDICAL CENTER** (“**WPH**”), a domestic not-for-profit corporation with offices located at 41 E. Post Road, White Plains, New York 10801 (collectively referred to as the “**Parties**”).

**WHEREAS**, the WPHA and WPH entered into a Site Access Agreement on March 15, 2022 (“**Initial Site Access Agreement**”) in relation to approximately 9.04-acre of real property located at 223 - 225 Dr. Martin L. King Boulevard, White Plains, New York 10601 (Tax Parcel ID Nos. subject to verification) owned by the WPHA (the “**Property**”); and

**WHEREAS**, the sampling that resulted from the investigation performed pursuant to the Initial Site Access Agreement and an additional investigation performed under the Initial Site Access Agreement and on the adjacent real property located at 34 East Post Road, White Plains, NY, which was formerly a gasoline service station (the “**Service Station**”) now necessitates additional investigation on the Property in order to further confirm the nature and extent of contamination revealed during the investigation on the Property and the investigation of the Service Station and as a result of historic sampling and remediation performed on the adjacent property located at 26 East Post Road (“**Former Getty Service Station**”) and on WPHA’s property in the vicinity of its Building at 159 South Lexington Ave., White Plains, NY (“**Building 159**”); and

**WHEREAS**, WPHA is willing to amend the Initial Site Access Agreement in order to allow further access to allow additional investigation work to be performed by WPH and/or its consultant Woodard & Curran (“**W&C**”) on the Property in the vicinity of Building 159 pursuant to this Amendment Agreement’s following terms and conditions:

1. **License to Enter/Risk of Loss** Subject to and conditioned upon the WPH Parties’ (as this term is defined in the Initial Site Access Agreement) compliance with the terms and conditions set forth in the Initial Site Access Agreement and this Amendment Agreement, the WPHA hereby grants to the WPH Parties a limited and revocable access license, the term of which will extend from May 26, 2022 through July 5, 2022, to enter upon the Property for the purpose of implementing the supplemental investigation work described in the Scope of Work Sampling Plan attached hereto with the Sampling Map in Exhibit “A” (the “**Work**”).
2. **Binding Effect of the Initial Site Access Agreement.** The Parties acknowledge and agree that all of the provisions in the Initial Site Access Agreement remain in full force and effect as supplemented in 3. 4. and 5. below.
3. Pursuant to agreements reached in the Federal Action on May 6, 2022 and as more detailed therein, if the WPH buys or otherwise acquires control over the Service Station property, the WPH will immediately intervene as a defendant in the Federal Action, will be bound by and not seek to relitigate any of the issues resolved



in that litigation regarding the other defendants in the Federal Action and (subject to any right to appeal) implement the remedy approved in the Federal Action.

4. The Parties acknowledge that the remedy can be resolved in the Federal Action in two different ways: (a) the Parties negotiate an agreement mutually acceptable to them and ask the Federal Court to approve it as a Consent Decree or (b) if they can't reach agreement, then the remedy will be resolved by the Federal Court in the Federal Action after hearing all of the evidence including the new data collected by the Hospital pursuant to this Access Agreement Amendment.
5. The Parties also acknowledge that they have different views as to whether WPH, if it buys or otherwise acquires control over the Service Station property, can re-brief issues already briefed (but not yet resolved) in the pending motion filed by Marianina in the Federal Action to stay or dismiss that action. In WPH's view the "re-brief" issue was not resolved in the May 6, 2022 Federal Action hearing. In WPHA's view WPH cannot re-brief those issues since WPH acknowledged at that hearing that it "stands in the shoes" of Marianina in the Federal Action if it buys or otherwise acquires control over the Service Station property. That "re-brief" issue is reserved for a decision in the Federal Action and both Parties agree to seek a prompt determination of that issue immediately after this Access Agreement Amendment is executed.

**IN WITNESS WHEREOF**, the parties intending to be legally bound by the terms and conditions of this Agreement have caused this Access Agreement Amendment to be executed on their behalf by their duly authorized representative.

**THE WHITE PLAINS HOUSING AUTHORITY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**WHITE PLAINS HOSPITAL MEDICAL CENTER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Vice President of Facilities

**EXHIBIT A**

**SCOPE OF WORK AND SAMPLING PLAN MAP**

Via Electronic Mail

May 26, 2022

**DRAFT SCOPE OF WORK – REVISED WHPA SUPPLEMENTAL ENVIRONMENTAL INVESTIGATION**

Woodard & Curran Engineering and Geological Services P.A.P.C. (Woodard & Curran) has prepared the following scope of work for supplemental site investigation activities to be conducted on the southern portion of the White Plains Housing Authority (WPHA) property. The proposed sampling locations are provided on the attached Figure 1. All field activities will be conducted in general conformance with the NYSDEC DER-10 entitled "Technical Guidance for Site Investigation and Remediation" dated May 2010. Below is a description of the planned supplemental site investigation activities:

1. Complete a site-specific utility clearance and ground penetrating radar (GPR) scan to clear proposed drilling locations and investigate for the presence of subsurface features and utilities.
2. Advance up to 11 soil borings and collect up to 22 soil samples (plus quality assurance/quality control samples) for laboratory analysis of Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Gasoline Range Organics (GRO), and Diesel Range Organics (DRO). Soil samples will be collected from 0-2 feet below the ground surface and 0-2 feet above the observed water table. The soil borings will be drilled using direct-push technology.
3. Collect ground water quality samples (plus quality assurance/quality control samples) from temporary wells installed in the 11 soil borings as shown on Figure 1. Grab ground water samples from the 11 temporary wells will be analyzed for VOCs, SVOCs, GRO, and DRO. The temporary wells will be purged for up to 15 minutes prior to sample collection.
4. Collect water levels in existing monitoring wells (MW-204 excluded) to confirm site-specific ground water elevations.
5. Restore the site to substantially the same condition as to prior to conducting the site investigation activities.
6. All soils removed for the soil borings will be placed back into the open borehole.
7. Purge water from the temporary well ground water sampling will be drummed for characterization and off-site disposal by a Woodard & Curran subcontractor.
8. All laboratory analyses will be conducted by a NYS Certified laboratory.

Following completion of field activities, Woodard & Curran will prepare a technical memorandum to include the following information:



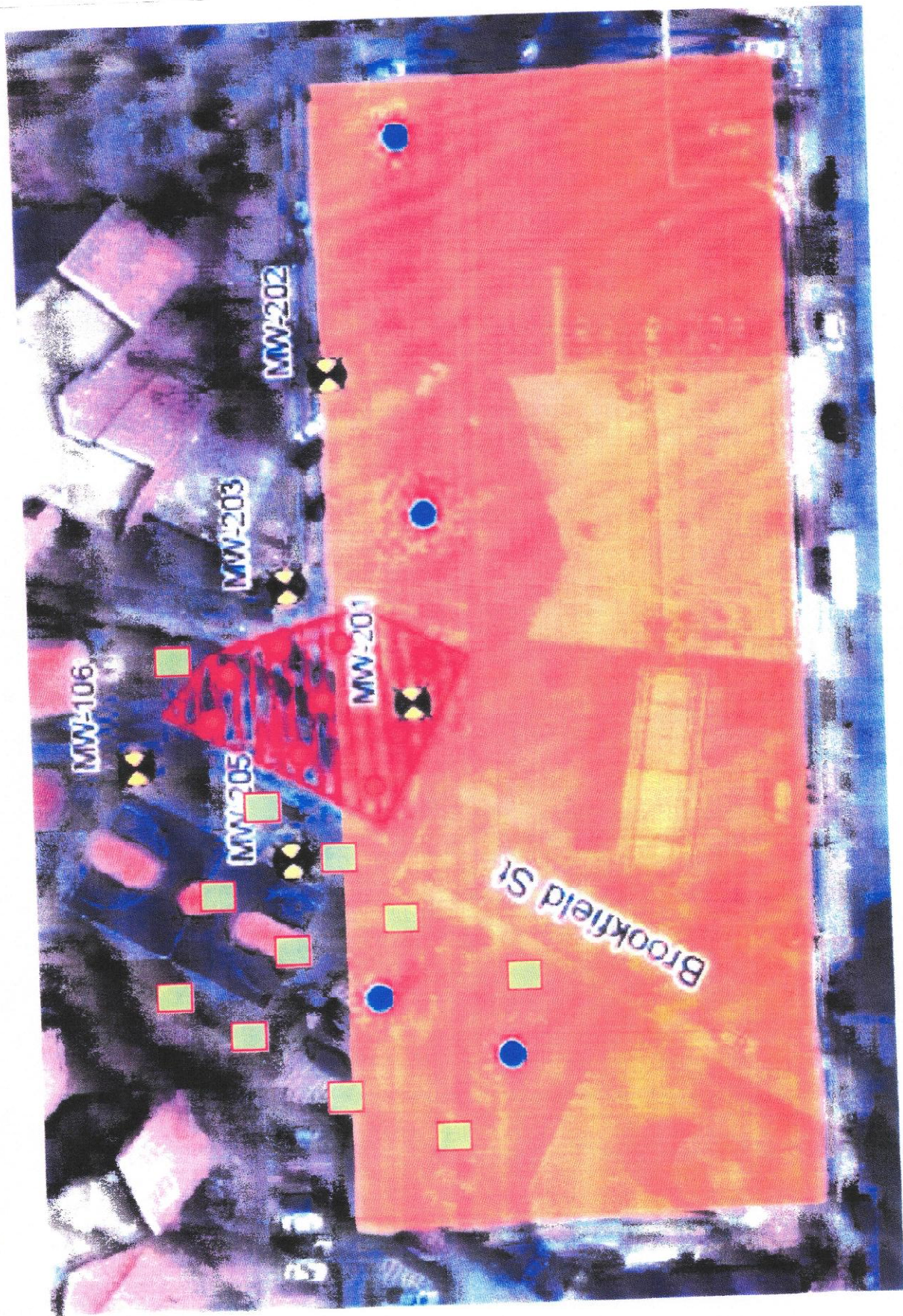




- A general discussion of the investigation execution and results.
- Summary of any significant events, observations, or variations which may have influenced sampling procedures or analytical results.
- Results of all analyses and copies of all laboratory reports.
- Summary of the overall nature and extent of contamination.
- Stratigraphic logs including soil physical descriptions, if applicable, including the following information:
  - Soil classification details.
  - Visual/olfactory observations.
  - Field instrument readings.
  - Monitoring well construction details.
- Sampling Results Summary Table(s), including sample location, media, sample depth, and field and lab identification numbers.
- Site Figures including:
  - Sample location maps with surveyed sample points with sample information including sample depths and comparison to the applicable standards, criteria, and guidance; and
- Conclusions and recommendations based on the findings of the investigation.



## WPHA PROPOSED BORING LOCATIONS



Proposed Round 2 Soil and Grab Ground Water Sampling Locations